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Faridabad (HR)-121004.
M. No. 09810982380.

Date: 06-02-2021

Ref. No.

To,
The Branch Manager,
State Bank of India, SME Branch,
65, NIT Faridabad- 121001, Haryana.

TITLE INVESTIGATION REPORT

Annexure - B

1	Name of the Branch/ Business Unit/ Office seeking opinion.	State Bank of India, SME Branch, NIT Faridabad.
(A)	Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	
(B)	Name of the Borrower	MICRO TOOLS INDIA PVT. LTD.
2.	Name of the unit/concern/ company/person offering the property/ (ies) as security.	Micro Tools India Pvt. Ltd.
(A)	Constitution of the unit/ concern/ person/ body/ authority offering the property for creation of charge.	PRIVATE LIMITED.
(B)	State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.).	AS BORROWER/ GUARANTOR
3.	Complete or full description of the immovable property/ (ies) offered as security including the following details.	Industrial Plot No. 38, Area Measuring 1288.88 Square Yards, situated at Sector-24, Industrial Estate, Faridabad, Haryana, according to Sale Deed Document No. 47, dated 02-04-2004, which is bounded as under
(A)	Survey No.	East : Road
(B)	Door/House no. (in case of house property)	West : Plot No. 37
(C)	Extent/ area including plinth/ built up area in case of house property	North: Plot No. 39
(D)	Locations like name of the place, village, city, registration, sub-district etc. Boundaries	South: Park.
		(Herein after called as Scheduled Property).
4.	Particulars of the documents scrutinized-serially and chronologically:-	

1. Original Possession Letter Memo No. 3156, dated 07-08-1984.
2. Original Conveyance Deed No. 4764, dated 08-03-1985.
3. Original Occupation Certificate No. 4475, dated 27-05-1986.
4. Original Ownership Change Letter No. 396, dated 24-03-1985.
5. Original Sale Deed Document No. 47, dated 02-04-2004.
6. Original Re-Allotment Letter No. 36523, dated 01-10-2004.

(B)	<p>Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified.</p> <p>Note : Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>	<p>I have verified the Original Documents 4(a) (1 to 6) in SBI, SME Branch Faridabad.</p>
5.A	<p>A. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.).</p>	<p>Yes.</p>
B	<p>(i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?</p>	<p>Yes.</p>
(ii)	<p>Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).</p>	<p>N.A.</p>
6.	<p>(A) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?</p>	<p>No.</p>
(B)	<p>If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.</p>	<p>N.A.</p>
(C)	<p>Whether the genuineness of the stamp</p>	<p>No.</p>

Paper is possible to be got verified from any online portal and if so whether such verification was made?

- (A) Property offered as security falls within the jurisdiction of which sub-registrar office?
- (B) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?
- (C) Whether search has been made at all the offices named at (b) above?
- (D) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?

Sub Registrar Ballabgarh.

No.

N.A.

N.A.

8. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.

In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)

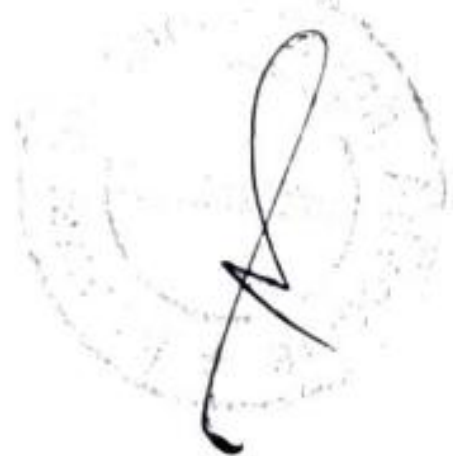
I have examined the documents and the Registration Record kept and maintained in the Office of Sub- Registrar Ballabgarh, regarding Industrial Plot No. 38, Area Measuring 1288.88 Square Yards, situated at Industrial Estate, Sector-24, Faridabad, Haryana and on examination I have found that Initially the scheduled Property was Allotted by the Estate Officer, Faridabad, through Allotment Letter Memo No. 27923, dated 27-07-1984 & Possession of the same was delivered to M/s Royal Tools India on dated 07-08-1984, through Possession Certificate Memo No. 3156. After that the E.O HUDA Faridabad executed the Conveyance Deed of the Scheduled Property in the name of above said M/s Royal Tools India on dated 28-02-1985,

which was registered in the office of S.R. Faridabad on dated 08-03-1985, vide Document No. 4764.

Thereafter Building Plan of the Scheduled Property was sanctioned by the competent Authority & after Completion of the Construction, the AE For Administrator HUDA Faridabad issued the Occupation Certificate of the same on dated 27-05-1986, vide Occupation Certificate Memo No. 4475. After that the title of the Scheduled Property was changed by the EO HUDA Faridabad in its record, from the name of M/s Royal Tools India, to the name of Mr. Inder Raj Kalra on dated 24-03-1995, through Change of Ownership Letter Memo No. 396.

After that above said Mr. Inder Raj Kalra executed a Sale Deed regarding the Scheduled Property in favour of present Mortgagers M/s Micro Tools India Pvt. Ltd., Registered in the office of S.R. Ballabgarh on dated 02-04-2004, vide Document No. 47 and the EO HUDA Faridabad transferred the Ownership of the scheduled property in its record from the name of Mr. Inder Raj Kalra, to the name of M/s Micro Tools India Pvt. Ltd. on dated 01-10-2004, through Re-Allotment Letter Memo No. 36523. Micro Tools India Pvt. Ltd. has mortgaged the Scheduled property with **SBI, SME Branch Faridabad**. The applicant be directed to submit latest Utility Bills of the Scheduled Property in its. own name.

According to above mentioned documents M/s Micro Tools India Pvt. Ltd. is the absolute owner and in possession of the Scheduled Property and it has to furnish a duly Attested Affidavit by stating that it is absolute owner and in Possession of the Scheduled Property, which is free from all Encumbrances and Charges whatsoever, except the charges of SBI Faridabad.



	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	The applicant Micro Tools India Pvt. Ltd. has full ownership rights in scheduled property.
10.	If leasehold, whether;	No.
(A)	lease Deed is duly stamped and registered	N.A.
(B)	lessee is permitted to mortgage the Leasehold right,	N.A.
(C)	duration of the Lease/unexpired period of lease,	N.A.
(D)	if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub- Lessee also.	N.A.
(E)	Whether the leasehold rights permits for the creation of any superstructure (if Applicable)?	N.A.
(F)	Right to get renewal of the leasehold rights and nature thereof.	N.A.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property.	Allotted by HUDA.
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Yes.
		Mortgage Permission from HUDA is to be taken. <i>NOC obtained</i>
12	If occupancy right, whether;	N.A.
(A)	Such right is heritable and transferable,	
(B)	Mortgage can be created.	
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	No. There is no interest of the Minor in the Property.
14.	If the property has been transferred by way of Gift/Settlement Deed, whether:	No.
(A)	The Gift/Settlement Deed is duly stamped and registered;	N.A.
(B)	The Gift/Settlement Deed has been Attested by two witnesses;	N.A.



Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;	N.A.
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(E)	Whether there is any restriction on the Donor in executing the gift/settlement deed in question;	N.A.
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(F)	Whether the Donee is in possession of the gifted property;	N.A.
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(G)	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
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(H)	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
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	gift/settlement deed.	
15. (A)	In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	No.
		N.A

(B)	<p>mortgage.</p> <p>Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.</p>	N.A.
	<p>_____ is valid in</p>	N.A.

	share.	
(C)	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	partition by a decree of	N.A.

(D)	mortgageable title thereon. In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	documents in	N.A.

(E)	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
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	avoiding multiple mortgages?	No.
16.	Whether the title documents include any testamentary documents /wills?	N/A

(A)	In case of wills, whether the will is registered will or unregistered will?	N.A.
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(B)	Whether will in the matter needs a mandatory probate and if so whether	N.A.
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	same is probated by a competent court?	
	Whether the property is mutated on the basis of will?	No.
(D)	Whether the original will is available?	N.A.
(E)	Whether the original death certificate of the testator is available?	N.A.
(F)	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
(G)	(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained).	
17.	Whether the property is subject to any wakf rights?	No.
(A)		N.A.
(B)	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	N.A.
(C)	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	
18.	Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in Execution, minor's share if any, rights of female members etc.	No.
(A)		
(B)	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	Whether the property belongs to any trust or is subject to the rights of any trust?	NO.
(A)		
(B)	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
(C)	If so additional precautions/ permissions to be obtained for creation of valid Mortgage?	N.A.

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	er/developer and as such is revocable as per law.	10	
	In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/ units (Builder's POA) or (ii) other type of POA (Common POA).		NA.
(D)	In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.		NA.
(E)	In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.		N.A.
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA?		N.A.
	ii. Whether the POA is a registered one?		N.A.
	iii. Whether the POA is a special or general one?		N.A.
	iv. Whether the POA contains a specific authority for execution of title document in question?		N.A.
(F)	Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)		N.A.
(G)	Please comment on the genuineness of POA?		N.A.
(H)	The unequivocal opinion on the Enforceability and validity of the POA?		N.A.
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in		No.

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ns of the Law of the place, where it executed.		
If the property is a flat/ apartment or residential/ commercial complex, check and comment on the following:		Industrial Plot.
(A)	Promoter's/Land owner's title to the land/ building;	Absolute Ownership.
(B)	Development Agreement/Power of Attorney;	No.
(C)	Extent of authority of the Developer/ builder;	N.A.
(D)	Independent title verification of the Land and/or building in question;	Yes.
(E)	Agreement for sale (duly registered);	No.
(F)	Payment of proper stamp duty;	Yes paid.
(G)	Requirement of registration of sale agreement, development agreement, POA, etc.;	No.
(H)	Approval of building plan, permission of appropriate/local authority, etc.;	Yes.
(I)	Conveyance in favour of Society/ Condominium concerned;	N.A.
(J)	Occupancy Certificate/allotment letter/letter of possession;	Yes.
(K)	Membership details in the Society etc.;	N.A.
(L)	Share Certificates;	N.A.
(M)	No Objection Letter from the Society;	N.A.
(N)	All legal requirements under the local/ Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;	Yes.
(O)	Requirements, for noting the Bank's charges on the records of the Housing Society, if any;	N.A.
(P)	If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.	N.A.
(Q)	Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	N.A.
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	Property is free from all encumbrances and charges whatsoever, except the charges of SBI SME Branch Faridabad.

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	period covered under the encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	01-01-1991 to till date ie. for 30 Years.
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid, what remedy?	Yes.
33. (A) (B)	Urban land ceiling clearance, whether required and if so, details thereon. Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NO. Undertaking is to be submitted by the Mortgager in this regard.
34.	Details of RTC extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	As detailed in Para 4(a).
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/ Village records	Yes.
36. (A) (B) (C)	Whether the property offered as security is clearly demarcated? Whether the demarcation/ partition of the property is legally valid? Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes. Yes. Yes.
37.	Whether the property can be identified from the following documents, and discrepancy/ doubtful circumstances, if any revealed on such scrutiny? (A) Document in relation to electricity connection; (B) Document in relation to water connection; (C) Document in relation to Sales Tax Registration, if any applicable; (D) Other utility bills, if any.	Yes Latest Electricity Bill is to be submitted. Latest Water Bill is to be submitted. No. To be submitted.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/	According to the documents the property is bounded as under: East : Road West : Plot No. 37 North: Plot No. 39 South: Park.

<p>ent on the same. the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)</p>	<p>According to the documents the property is bounded as under: East : Road West : Plot No. 37 North: Plot No. 39 South: Park.</p>
<p>40. Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.</p>	<p>No, there is no Any bar/ restriction for creation of mortgage under any local or special enactments.</p>
<p>41. Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?</p>	<p>Yes, the SARFESI is applicable.</p>
<p>42. Property is SARFAESI compliance In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.</p>	<p>All the necessary documents are to be taken as suggested in Annexure C (10).</p>
<p>43. Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.</p>	<p>N.A.</p>
<p>44. Additional aspects relevant for investigation of title as per local laws.</p>	<p>No.</p>
<p>45. Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.</p>	<p>Latest Utility Bills are to be taken by the Bank.</p>
<p>46. The specific persons who are required to create mortgage/to deposit documents creating mortgage.</p>	<p>M/s Micro Tools India Pvt. Ltd.</p>
<p>47. Whether the Real Estate Project comes under Real Estate (Regulation and</p>	<p>No.</p>

14	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	Whether the details of the apartment/plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

Annexure C

CERTIFICATE OF TITLE

I have examined the Original documents, which are enclosed relating to the Property in question which is offered as security by way of Equitable Mortgage and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created by way of deposit of the following documents in the manner required by law, it will satisfy the requirement of creation of equitable mortgage and I further certify that:

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, I do not find anything adverse which would prevent the Title Holder from creating a valid Mortgage after execution of Sale Deed in her favour. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, except the charges of SBI Faridabad as could be seen from the Encumbrance Certificate from S.R. Ballabgarh since 01-01-1991 to till date, vide Search Receipt No.0072604997, dated 06-02-2021, pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances till date, except the charges of SBI Faridabad.

in case of second/subsequent charge in favour of the Bank, there shall be no other mortgages/charges as already stated in the Loan documents agreed to by the Mortgagor and the Bank.

There is no interest of Minor/(s) in the property/(ies).

8. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrowers M/s Micro Tools India Pvt. Ltd..

9. I certify that the intending Borrower/ Borrowers M/s Micro Tools India Pvt. Ltd. has acquired absolute, clear and Marketable title over the Schedule property. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.

10. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:

DOCUMENTS RETAINED IN BANK

- ✓ 1. Original Possession Letter Memo No. 3156, dated 07-08-1984.
- ✓ 2. Original Conveyance Deed Document No. 4764, dated 08-03-1985.
- ✓ 3. Original Occupation Certificate Memo No. 4475, dated 27-05-1986.
- ✓ 4. Original Ownership Change Letter Memo No. 396, dated 24-03-1985.
- ✓ 5. Original Sale Deed Document No. 47, dated 02-04-2004.
- ✓ 6. Original Re-Allotment Letter Memo No. 36523, dated 01-10-2004.

DOCUMENTS TO BE TAKEN

- ✓ 1. Original Mortgage Permission from HSIIDC is to be taken or Intimation is to be sent by the Bank to HSIIDC regarding enter the charge of Bank and acknowledgment of the same is to be retained in the record.
- ✓ 2. Latest Utility Bills of the Scheduled Property.
- ✓ 3. Affidavit

There is no legal impediments for creation of the equitable Mortgage under any applicable Law/ Rules in force.

The Scheduled Property is covered under SARFESI compliance.

SCHEDULE OF THE PROPERTY/IES

Industrial Plot No. 38, Area Measuring 1288.88 Square Yards, situated at Sector-24, Industrial Estate, Faridabad, Haryana, according to Sale Deed Document No. 47, dated 02-04-2004, which is bounded as under

East : Road
North: Plot No. 39

West : Plot No. 37
South: Park.

Date : 06-02-2021
Place: Faridabad

(Kr. Surender Singh)
Advocate.

AFFIDAVIT

I,Director of M/s
Micro Tools India Pvt. Ltd., Industrial Plot No. 38, situated at Industrial
Estate, Sector-24, Faridabad, Haryana, do hereby solemnly affirm and
declare as under:-

1. That M/s Micro Tools India Pvt. Ltd. is the absolute Owner & in Possession of Industrial Plot No. 38, Area Measuring 1288.88 Square Yards, situated at Sector-24, Industrial Estate, Faridabad, Haryana, according to Sale Deed Document No. 47, dated 02-04-2004.
2. That M/s Micro Tools India Pvt. Ltd. has not availed any loan from any other bank, financial institution or private person over above said property, except SBI Faridabad.
3. That M/s Micro Tools India Pvt. Ltd. will not create any charge over above said property by way of sale, mortgage, gift or otherwise, except State Bank of India, SME Branch Faridabad.
4. That the above said property is neither subject matter of any litigation nor under acquisition.
5. That the Title Deeds deposited/ to be deposited by M/s Micro Tools India Pvt. Ltd. are Genuine and are not Duplicate or Fake & there is no Title Deed apart from the Deeds deposited with/ handed over to the Bank.
6. That M/s Micro Tools India Pvt. Ltd. has not entered in to any transaction of any nature whatsoever in respect of the Property offered as Security to the Bank.
7. That there are no circus mantes which adversely affect the Mortgage and its Validity/ enforcement.
8. That there is no Tax Liability, Utility Bills or any other Dues pending in respect of the Property offered as Security.
9. That the Property offered as Security shall be available for the Loan sanctioned or to be sanctioned to the Borrowers.

Deponent

Verification:

Verified that the contents of my above said affidavit are true and correct to my knowledge and belief and nothing has been concealed therein.
Verified at Faridabad on

Deponent